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10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 DERRICK SALMONS, on behalf of himself
14 and all others similarly situated,

15 Plaintiff,

16 v.

17 DOORDASH, INC.,

18 Defendant.
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CASE NO. 3:19-cv-05279-EMC

**ORDER GRANTING APPROVAL OF
PLAINTIFF'S UNOPPOSED AND
AMENDED MOTION FOR APPROVAL OF
SETTLEMENT**

Action Filed: August 23, 2019

Honorable Edward M. Chen

1 Before the Court is Plaintiff Derrick Salmons's Unopposed and Amended Motion for Approval
2 of Settlement, seeking the Court's entry of an Order approving the amended Settlement Agreement
3 attached hereto as Exhibit A ("Settlement Agreement"). Having considered the Settlement Agreement,
4 all papers and proceedings held herein, and all other records in this action, and good cause appearing,
5 the Court hereby GRANTS Plaintiff's Unopposed and Amended Motion for Approval of Settlement.
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7 **IT IS HEREBY ORDERED:**

8 1) This Order incorporates by reference the definitions in the Settlement Agreement, and
9 all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
10 Agreement.
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12 2) The Court has jurisdiction over the subject matter of the above-captioned action and the
13 Parties in this Action.

14 3) The Court approves the terms and conditions contained in the Settlement Agreement,
15 attached hereto as Exhibit A and incorporated herein by reference. The Court finds that the terms of
16 the Settlement Agreement are within the range of approval under the Fair Labor Standards Act
17 ("FLSA") and applicable law. The Court further finds that the Settlement Agreement is adequate, fair,
18 and reasonable, that it is in the best interests of the Parties, the Opt In Plaintiffs and the Eligible
19 Claimants, and that it should be and hereby is approved. Likewise, the determination of the Section
20 216(b) Settlement Amount Payments to the members of the Final Settlement Class as set forth in the
21 Settlement Agreement is approved as a fair, equitable, and reasonable allocation of the Maximum Gross
22 Settlement Amount. Accordingly, the Settlement Agreement is hereby approved in accordance with
23 the FLSA, and it shall be administrated in accordance with its terms.
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25 4) Plaintiff seeks an award of Attorney's Fees and Expenses Payment equal to twenty-five
26 (25%) of the Maximum Gross Settlement Amount, plus \$41,785.06 in expenses actually incurred by
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1 Class Counsel in connection with this action. The Court approves expenses as fair and reasonable but
2 defers ruling on attorneys' fees until after the parties report back on the claims/opt-in rate.

3 5) Plaintiff seeks an award of Administrative Costs to the Settlement Administrator in the
4 amount of \$28,107.75. The Court finds that the Administrative Costs in the amount of \$28,107.75 are
5 fair and reasonable and are approved.
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7 6) Plaintiff seeks an award of Service Award in the amount of \$2,500.00 to Derrick
8 Salmons. The Court finds that the Service Award in the amount of \$2,500.00 is fair and reasonable
9 and is approved.

10 7) The Court finds the releases identified in the Settlement Agreement to be fair and
11 reasonable and are approved.

12 8) The Court hereby authorizes the retention of Simpluris, Inc. as Settlement Administrator
13 for the purpose of administering specific provisions of the Settlement Agreement. No later than thirty
14 (30) days after the date of this Approval Order, Class Counsel and Defendant will provide the
15 Settlement Administrator the information outlined in Section III.2 of the Settlement Agreement,
16 including the name, last known mailing address, last known email address, and Unreleased Miles for
17 Named Plaintiff, each Opt In Plaintiff, and each Eligible Claimant. Within fourteen (14) days of
18 receiving this information, the Settlement Administrator shall calculate the estimated portions of the
19 Section 216(b) Settlement Amount to be allocated to Named Plaintiff, each Opt In Plaintiff, and each
20 Eligible Claimant.
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22 9) The Court approves the distribution formula and claim procedure set forth in the
23 Settlement Agreement.
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25 10) The Court hereby finds the Class Notice and Claim Form, attached to the Settlement
26 Agreement as Exhibits B–C, to be fair and reasonable, and they are approved. The Court finds that the
27 Class Notice and Claim Form, along with the related notification procedure contemplated by the
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1 Settlement Agreement, constitutes the best notice practicable under the circumstances and are in full
2 compliance with the applicable laws and the requirements of due process. The Court further finds that
3 the Class Notice and Claim Form appear to fully and accurately inform the Eligible Claimants of all
4 material elements of the Settlement Agreement, including Eligible Claimants' right to join the Final
5 Settlement Class. The Class Notice and Claim Form shall be transmitted to the Eligible Claimants in
6 accordance with the terms of the Settlement Agreement.
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8 10.a) Per the letter to the Court from Doordash (*see* Docket No. 275), the parties have agreed
9 to supplement notice to the collective via the Doordash app or text message. The Court has
10 taken into account this additional notice in finding the means of notice to be fair and reasonable
11 in this case.
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13 11) Any Eligible Claimant may become a member of the Final Settlement Class as provided
14 in the Class Notice and Claim Form by following the instructions for timely submitting a properly
15 completed Claim Form. The deadline for the receipt of completed Claim Forms by the Settlement
16 Administrator is sixty (60) days after the date on which the Settlement Administrator first transmits the
17 FLSA Notice Packet to Eligible Claimants via email or U.S. Mail as set forth in the Settlement
18 Agreement.
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20 12) Class Counsel shall file with the Court a list of the names of all Final Settlement Class
21 members within thirty (30) days after the deadline for receipt of completed Claim Forms by the
22 Settlement Administrator and shall file the Stipulation of Dismissal with the Court within five (5) days
23 of Class Counsel's filing of the list of Final Settlement Class members with the Court.
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25 13) Therefore, the Settlement Agreement is APPROVED and this Approval Order and the
26 Settlement Agreement are binding on the Named Plaintiff, Opt In Plaintiffs, all members of the Final
27 Settlement Class, and Defendant.
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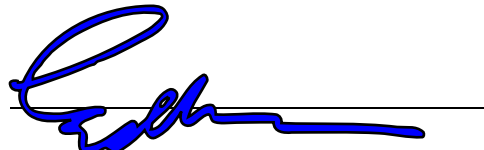
1 14) This Order, the Settlement Agreement, and all papers related thereto, are not, and shall
2 not be construed to be, an admission by Defendant of any liability, claim, or wrongdoing whatsoever,
3 and shall not be offered as evidence of any such liability, claim or wrongdoing in this Lawsuit or in
4 any other proceeding.

5 15) The Court further orders that, pending further order of this Court, all proceedings in this
6 above-captioned action, except those contemplated herein and in the Settlement Agreement, are stayed.

7 15.a) Within 30 days after the deadline for claims/opt-ins, the parties shall file a joint status
8 report. The parties shall provide in their report a post-distribution accounting. Any other
9 information relevant to the fees may also be included.
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11 **IT IS SO ORDERED.**

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14 Dated: May 13, 2024


Hon. Edward M. Chen
United States District Judge